**Annexure I**

**K/W-1**

# BANGALORE WATER SUPPLY AND SEWERAGE BOARD

CAUVERY BHAVAN, KEMPEGOWDA ROAD,
BANGALORE – 560 009

## ITEMWAR TENDER FOR THE WORK OF

***Name of the Work : Work of supply and commissioing of portable residual chlorine sensor equipment – Reserved for SC Category***

**(Through kppp portal only)**

http://www.kppp.karnataka.gov.in

**Executive Engineer (WWM-STP)-K&T Valley, Division, Kadubeesanahalli STP, Outer Ring Road, Near Marathalli, Bangalore 560037.**

| | | | |
|---|---|---|---|
| TENDER REFERENCE : | : | BWSSB/EE(WWM-STP)-K&T/PB/ /2024-25<br>Dated: | |
| PERIOD OF SALE OF TENDER DOCUMENT | : | From: | To: |
| LAST DATE FOR SALE OF TENDER DOCUMENT | : | | |
| LAST DATE AND TIME FOR RECEIPT OF TENDERS | : | @ 16:00 Hrs | |
| PLACE OF OPENING OF TENDER | : | Office of the Executive Engineer (WWM-STP)-K&T Valley, Division, Kadubeesanahalli STP, Outer Ring Road, Near Marathalli, Bangalore 560037. | |
| TIME AND DATE OF OPENING OF TENDERS | : | after 16.30 Hrs | |
| ADDRESS FOR COMMUNICATION | : | Office of the Executive Engineer (WWM-STP)-K&T Valley, Division, Kadubeesanahalli STP, Outer Ring Road, Near Marathalli, Bangalore 560037. | |

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**SECTION 1:**

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## BANGALORE WATER SUPPLY AND SEWERAGE BOARD

Office of the Executive Engineer (WWM-STP)-K&T Valley, Division,
Kadubeesanahalli STP, Outer Ring Road, Near Marathalli, Bangalore 560037.

## INVITATION FOR TENDER – SHORT TERM
## (ONLY THROUGH E-PROCUREMENT PORTAL)

**www.kppp.karnataka.gov.in**

**IFT No. BWSSB/EE(WWM-STP)-K&T/AEE/ /2024-25**
**Date:**

For and on behalf of the Bangalore Water Supply and Sewerage Board, **SHORT TERM ITEMWAR TENDER is** invited through e-procurement process with tender procedure in line with Rule 28 of the KTPP Act by the Executive Engineer (WWM-STP)-K&T Valley, Division, Kadubeesanahalli STP, Outer Ring Road, Near Marathalli, Bangalore 560037. for the following work from registered Agencies of appropriate class as indicated against each work of **BWSSB/KUWSDB/KPWD,** etc. Who are having adequate financial resources, past experience in similar nature of work possessing valid VAT registration. The Board keeps the right of acceptance or rejection of any tender without assigning any reasons.

The Tenderers are required to pay the **Earnest Money Deposit only through e-procurement portal** only using any of the four modes.

1. (1)Credit Card (Online Payment) (2) Direct Debit Using Internet Banking (Online Payment) (3) Remittance at the Bank Counter - Challan (Offline Payment) (4) NEFT (Offline payment). The details regarding their capability to undertake the tender (as detailed in ITT Clause 4) and the price tender shall be uploaded in the website. Technical details will be opened on the date and time mentioned in ITT clause 5 and evaluated. The price tender of the Tenderer, who is found to be qualified to execute the tendered works, will be

opened on the date notified later. The Tenderers are advised to note the minimum qualification criteria specified in Clause 3 of the Instructions to Tenderers to qualify for award of the contract.

2. Tender documents may be downloaded from **www.kppp.karnataka.gov.in** website only. Interested tenderers may obtain further information at the same address.

3. Additional information related to e-procurement process can be obtained through the above mentioned website or contact e-procurement helpdesk **No.080-2550 1216 / 2550 1227**. The electronic tender comprising Technical and Financial bids will be operated as Single stage Tender system.

4. Bidders can access tender documents from **www.kppp.karnataka.gov.in** website only and upload the required details; those are mentioned in different sections in the bid document in to electronic tender on the website. Scanned documents those are required to be furnished as per Section 2, 3 & 4 of the bid document shall be submitted through e- procurement.

5. The Tender processing fee once paid will not be refunded.

6. The tender will be uploaded in the e-procurement website on and Last date and time for Receipt of tenders will be on upto **16:00** Hrs and the date of opening of tender will be on after **16.30** Hrs.

| **Sl. No.** | **Name of work** | **Amount put to tender** | **Earnest Money Deposit @ 1.25%** | **Tender Processes sing fee** | **Period of Completion of work** | **Clause of tender** | **Eligibility of tenderer** |
|---|---|---|---|---|---|---|---|
| 1 | The work of supply and commissioing portable residual chlorine sensor equipment coming under EE(WWM-STP)-K&T Valley Division. | Rs.2,21,000/- (Exclusive of GST) | Rs.2,763/- | As per e-procurement portal | 01 Months | KW-1 Single cover | As per KTPP act |

The Eligibility criterion for the above works is as follows:

**1.** The tender is based on Single Cover System.

**2.** Contractors should have Civil / Electrical contractor registration in BWSSB or KPWD/KUWSDB, etc as per KTPP norms. Those who does not have BWSSB registration can also participate in the tender provided they should get registered in the Board in case the tender is awarded before the issue of Work Order.

**3.** Assessed available tender capacity = (A*N*2.5-B) should be greater than the amount put to tender.

**4.** **Amount put to tender is exclusive of GST**

**5.** **The Rates quoted in the tender offer shall be exclusive of GST.**

**6.** Form of tender is mandatory to upload in in **KPPP** portal.

**7.** **Qualification Information :-**

**a.** Profit & Loss Statement certified by Chartered accounted for a minimum period of Two Years upload in **KPPP** portal

**b.** Existing commitments on going Works upload in **KPPP** portal

**c.** Works for which tenders already submitted upload in **KPPP** portal

**d.** ITR for a Minimum period of Two financial years upload in **KPPP** portal.

7. The successful bidder would be required to give performance bank guarantee of 5% of the contract amount plus additional security for unbalanced bid amount from a Nationalized / Scheduled Indian Bank, with jurisdiction at Bangalore as specified, towards guarantee for completion of work within the stipulated period.

8. Applications / requisitions from joint venture Firms are not acceptable.

9. Bangalore Water Supply and Sewerage Board (BWSSB) reserve the right to cancel or annul the entire or part of this process of invitation at any time without assigning any reason.

10. For any additional information regarding the above tender, the firms who are interested to quote, may contact office of the undersigned at the office address given below on all working days during office hours (10:30hours to 17:00 hours).

11. List of documents to support qualification of bidder is to be uploaded to the e-procurement website www.kppp.karnataka.gov.in

12. Bidders shall submit offers that comply with the requirements of the bid document, including the basic technical design as indicated in the drawing and specifications. Alternatives will not be considered. The attention of the bidders is drawn to clause 23 regarding the rejection of the bids, which are not substantially responsive to the requirement of the bid document.

13. Third Party will be nominated by BWSSB.

14. As per GO No.FD55 Pro-Cell 2004, Bangalore Dt: 17.02.2005, the expenditure on the employment of the quality supervision consultants will be charged to the cost of works and goods and equipment's under procurement, also take action as per circular No. BWSSB/EIC/CE (M)/ACE (M)-I/DCE (M)-II/TA(M)-I/2012/17-18 dt:03.07.2017, further action will be taken to recover the cost of the above in the contract bills.

15. Other details can be seen in the tender documents.

16. The works are to be executed in accordance with the contract documents and to carry out all the works as per the guidelines in the Draft Safety Manual for construction and maintenance of fixing acid resistant tiles to chlorine contact tank and fiber disc filter chamber. Any lapses in following the safety guidelines, the contractor/agency/firm will be held solely responsible.

*Further details may be had from this office during the office hours on all working days.*

*Corrigendum/Addendum/Modification/corrections, if any, will be published in the Web site only.*

**Executive Engineer**
**(WWM-STP)-K&T Valley, Division,**
**Kadubeesanahalli STP, Outer Ring Road,**
**Near Marathalli, Bangalore 560037.**

## SECTION 2: INSTRUCTIONS TO TENDERERS (ITT)

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## A. General

### 1. Scope of Tender

1.1 The Executive Engineer [*Referred to as Employer in these documents*] invites tenders from Contractors registered in BWSSB for the construction of works [*as defined in these documents and referred to as "the works"*] detailed in the Table given in the Invitation for Tenders (IFT). The Tenderers may submit tenders for any or all of the works detailed in the table given in IFT.

### 2. Eligible Tenderers

2.1 Tenderers shall not be under a declaration of ineligibility for corrupt and

fraudulent practices issued by the Government of Karnataka

**2.2 Tenders from Joint ventures are not acceptable.**

## 3. Tender Capacity

3.1 Eligible Tenderers will be qualified, if their available tender capacity is more than the total tender value. The available tender capacity will be calculated as under:

**Assessed available tender capacity = ( A*N*2.5 - B )**

where

A = Maximum value of civil engineering works executed in any one year during the last five years [*updated to Lakhs*] taking into account the completed as well as works in progress.
N = Number of years prescribed for completion of the works for which tenders are invited.
B = Value, at Lakhs, of existing commitments and on-going works to be completed during the next one year [*period of completion of the works for which Tenders are invited]**

3.2 Even though the Tenderers meet the above criteria, they are subject to be disqualified if they have:

- made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or
- participated in the previous Tender for the same work and had quoted unreasonably high tender prices and could not furnish rational justification.

## B. Tender documents

## 4. Content of Tender documents

4.1 The set of tender documents shall have all the Sections given in Page 2:

4.2 Both the sets should be completed and returned with the tender.

## 5. Amendment of Tender documents

5.1 Before the deadline for submission of tenders, the Employer may modify the tender documents by issuing addenda.

5.2 Any addendum thus issued shall be part of the tender documents and shall be communicated in writing or by cable to all the purchasers of the tender documents.

5.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend as necessary the deadline for submission of tenders, in accordance with Sub-Clause 16.2 below.

## C. Preparation of Tenders

## 6. Documents comprising the Tender

6.1 The tender submitted in e-tender by the Tenderer shall contain the documents as follows:

(a) The Tender [*in the format indicated in Section 3]*

(b) Earnest Money Deposit;

(a) Priced Bill of Quantities

(b) Qualification information Form and Documents.

and any other materials required to be completed and submitted by Tenderers in accordance with these instructions. The documents listed under 3,4,6 and 9 shall be filled in without exception.

## 7. Tender prices

7.1 The contract shall be for the whole works as described in Sub-Clause 1.1, based on the priced Bill of Quantities submitted by the Tenderer.

7.2 The bidder shall fill in the unit rates in figures for all items of the Works described in the Bill of Quantities the system will automatically convert the unit rates mentioned in figures to words and also calculate the amount of that item as well as the total bid value. *Items for which no rate is entered by the bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities*.

7.3 All duties, taxes, and other levies payable by the contractor under the contract, or for any other cause, shall be included in the rates, prices and total Tender Price submitted by the Tenderer.

7.4 The rates and prices quoted by the Tenderer shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.

## 8. Tender validity

8.1 Tenders shall remain valid for a period not less than **ninety days** after the deadline date for tender submission specified in Clause 16. A tender valid for a shorter period shall be rejected by the Employer as non-responsive.

8.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the Tenderers may extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing or by cable or e-mail. A Tenderer may refuse the request without forfeiting his earnest money deposit. A Tenderer agreeing to the request will not be required or permitted to modify his tender, but will be required to extend the validity of his earnest money deposit for a period of the extension, and in compliance with Clause 13 in all respects.

## 9. Earnest money deposit

9.1 The Tenderer shall furnish, as part of his tender, earnest money deposit in the amount as shown in column 4 of the Table of IFT for this particular work. This earnest money deposit shall be in favour of Chairman, BWSSB and may be in the form of Banker's cheque/ Demand draft/Pay Order, in favour of Chairman, BWSSB payable at Bangalore or Cash or specified Small Savings Instruments [8] pledged to BWSSB

9.2 Instruments having fixed validity issued as earnest money deposit for the tender shall be valid for 45 days **beyond** the validity of the tender.

9.3 Any tender not accompanied by an acceptable earnest money deposit and not secured as indicated in Sub-Clauses 13.1 and 13.2 above shall be rejected by the Employer as non-responsive.

9.4 The earnest money deposit of unsuccessful Tenderers will be returned within 30 days of the end of the tender validity period specified in Sub-Clause 12.1.

9.5 The earnest money deposit of the successful Tenderer will be discharged when the Tenderer has signed the Agreement and furnished the required Performance Security.

9.6 The earnest money deposit may be forfeited:

(a) if the Tenderer withdraws the Tender after tender opening during the period of tender validity;

(b) if the Tenderer does not accept the correction of the Tender Price, pursuant to Clause 24; or

(c) in the case of a successful Tenderer, if the Tenderer fails within the specified time limit to

(i) sign the Agreement; or

(ii) furnish the required Security deposit

[8]

## 10. Format and signing of Tender

10.1 The Tenderer shall prepare one original and a copy of the documents comprising the Tender as described in Clause 10 of these Instructions to Tenderers, and clearly marked "**ORIGINAL**" and "**COPY"** as appropriate. In the event of discrepancy between them, the original shall prevail.

10.2 The original and a copy of the Tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer. All pages of the tender where entries or amendments have been made shall be initialed by the person signing the tender

10.3 The Tender shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the
Tenderer, in which case such corrections shall be initialed by the person signing the Tender.

## D. Submission of Tenders

## 11. Sealing and marking of tenders

11.1 The Tenderer should submit the tenders through e-Procurement Portal

11.2 The **inner and outer** envelopes shall
(a) Office of the Executive Engineer
(WWM-STP)-K&T Valley, Division,
Kadubeesanahalli STP, Outer Ring Road,
Near Marathalli, Bangalore 560037.
(c) bear the following identification:

**Executive Engineer**
**(WWM-STP)-K&T Valley, Division,**
**Kadubeesanahalli STP, Outer Ring Road,**
**Near Marathalli, Bangalore 560037.**

Tender Reference No **BWSSB/EE(WWM-STP)-K&T/AEE/ /2024-25 Date:**

DO NOT OPEN BEFORE. AT 16.30 Hours
*per Clause 19*]

11.3 In addition to the identification required in Sub-Clause 15.2, the inner envelopes shall indicate the name and address of the Tenderer to enable the tender to be returned unopened in case it is declared late, pursuant to Clause 17.

11.4 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Tender.

## 12. Deadline for submission of the Tenders

12.1 Tenders must be received by the Employer at the address specified above no later than..... . [9] In the event of the specified date for the submission of tenders being declared a holiday for the Employer, the tenders will be received up to the appointed time on the next working day.

12.2 The Employer may extend the deadline for submission of tenders by issuing an amendment in accordance with Clause 9, in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

## 13. Late Tenders

13.1 Any Tender received by the Employer after the deadline prescribed in Clause 16 will be returned unopened to the Tenderer.

## 14. Modification and Withdrawal of Tenders

14.1 Tenderers may modify contents of First or Second Covers separately for each Cover or withdraw their Tenders by giving notice in writing before the deadline prescribed in Clause 16.

14.2 Each Tenderer's modification separately for each Cover or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 14 & 15, with the outer and inner envelopes additionally marked "**MODIFICATION FOR FIRST/SECOND COVER**" or "**WITHDRAWAL**", as appropriate.

14.3 No Tender may be modified after the deadline for submission of Tenders.

14.4 Withdrawal or modification of a Tender between the deadline for submission of Tenders and the expiration of the original period of Tender validity specified in Clause 12.1 above or as extended pursuant to Clause 12.2 may result in the forfeiture of the earnest money deposit pursuant to Clause 13.

14.5 Tenderers may only offer discounts to, or otherwise modify the prices of their Tenders by submitting Tender modifications in accordance with this clause, or included in the original Tender submission.

# E. Tender opening and evaluation

## 15. Tender Opening:

[9]

15.1 The Employer will open the First Covers of all the Tenders received [*except those received late or withdrawn*], including modifications for First Cover made pursuant to Clause 18, in the presence of the Tenderers or their representatives who choose to attend at ..... hours on the date and the place specified in Clause 16. In the event of the specified date of Tender opening being declared a holiday for the Employer, the Tenders will be opened at the appointed time and location on the next working day.

15.2 Envelopes marked "**WITHDRAWAL**" shall be opened and read out first. Tenders for which an acceptable notice of withdrawal has been submitted to pursuant to clause 14 shall not be opened. Subsequently all envelopes marked “MODIFICATIONS” shall be opened and the submissions therein. Read out in appropriate detail.

15.3 The Tenderers names, the Tender prices, the total amount of each Tender, any discounts, Tender modifications and withdrawals, the presence or absence of Tender security, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. No Tender shall be rejected at Tender opening except for the late Tenders pursuant to Clause 13. Tenders [*and modifications*] sent pursuant to Clause 14 that are not opened and read out at Tender opening will not be considered for further evaluation regardless of circumstances. Late and withdrawn Tenders will be returned un-opened to Tenderers.

15.4 The Employer shall prepare minutes of the Tender opening, including the Information disclosed to those present in accordance with Sub-Clause 15.3.

## 16. Process to be confidential

16.1 Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the award of a contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence the Employer's processing of Tenders or award decisions may result in the rejection of his Tender.

## 17 Clarification of Tenders

17.1 To assist in the examination, evaluation, and comparison of Tenders, the Employer may, at his discretion, ask any Tenderer for clarification of his Tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Tenders in accordance with Clause 24.

17.2 Subject to sub-clause 22.1, no Tenderer shall contact the Employer on any matter relating to its Tender from the time of the Tender opening to the time the contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Employer, it should do so in writing.

17.3 Any effort by the Tenderer to influence the Employer in the Employer's Tender evaluation, Tender comparison or contract award decisions may result in the rejection of the Tenderers' Tender.

## 18. Examination of Tenders and determination of responsiveness

18.1 Prior to the detailed evaluation of Tenders, the Employer will determine whether each Tender; (a)meets the eligibility criteria defined in Clause 2; and; (b) has been properly signed (c)is accompanied by the required earnest money deposit and substantially responsive to the requirements of the Tender documents.

18.2 A substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tender documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Tender documents, the Employer's rights or the Tenderer's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.

18.3 If a Tender is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

## 19. Correction of errors

19.1 Tenders determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

(a) where there is a discrepancy between the rates in figures and in words, the lower of the two will govern[17]; and

(b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

19.2 The amount stated in the Tender will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount the Tender will be rejected, and the

earnest money deposit may be forfeited in accordance with Sub-Clause 13.6 (b).

## 20. Evaluation and comparison of Tenders

20.1 The Employer will evaluate and compare only the Tenders determined to be substantially responsive in accordance with Clause 23.

20.2 In evaluating the Tenders, the Employer will determine for each Tender the evaluated Tender Price by adjusting the Tender Price as follows:

(a) making any correction for errors pursuant to Clause 24; and

(b) making appropriate adjustments to reflect discounts or other price

modifications offered in accordance with Sub Clause 18.5.

20.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Tender documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Tender evaluation

## F. Award of Contract

## 21. Award criteria

21.1 Subject to Clause 27, the Employer will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tender documents and who has offered the lowest evaluated Tender Price, provided that such Tenderer has been determined to be (a) eligible in accordance with the provisions of Clause 2, and (b) qualified in accordance with the provisions of Clause 3.

## 22. Employer's right to accept any Tender and to reject any or all Tenders

22.1 Notwithstanding Clause 26, the Employer reserves the right to accept or reject any Tender, and to cancel the Tender process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Employer's action.

## 23. Notification of award and signing of Agreement

23.1 The Tenderer whose Tender has been accepted will be notified of the award by the Employer prior to expiration of the Tender validity period by cable, telex, e-mail or facsimile confirmed by

registered letter. This letter [*hereinafter and in the Conditions of Contract called the "Letter of Acceptance"]* will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract [*hereinafter and in the Contract called the "Contract Price"].*

23.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of Security deposit in accordance with the provisions of Clause 29.

23.3 The Agreement will incorporate all agreements between the Employer and the successful Tenderer. It will be kept ready for signature of the successful Tenderer in the office of Employer within 30 days following the notification of award along with the Letter of Acceptance. Within 20 days of receipt, the successful Tenderer will sign the Agreement and deliver it to the Employer.

23.4 Upon the furnishing by the successful Tenderer of the Performance Security, the Employer will promptly notify the other Tenderers that their Tenders have been unsuccessful.

## 24. Security deposit

24.1 Within 20 days of receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer a Security deposit in any of the forms given below for an amount equivalent to 5% of the Contract price plus additional security for unbalanced tenders in accordance with Clause 25.5 of ITT and Clause 44 of the Conditions of Contract. : Cash or Banker’s cheque/Demand draft,/Pay Order in favour of Chairman, BWSSB payable at Bangalore A bank guarantee in the form given in Section 10; or Specified Small Savings Instruments pledged to BWSSB

24.2 The security deposit if furnished in cash or demand draft can, if requested, be converted to interest bearing securities at the cost of the contractor.

24.3 Failure of the successful Tenderer to comply with the requirements of Sub-Clause 29.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest money deposit.

## 25. Corrupt or Fraudulent practices

25.1 The GOK requires that the Tenderers/Suppliers/Contractors, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, GOK :

(a) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(b) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a GOK contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK contract.

25.2 Furthermore, Tenderers shall be aware of the provision stated in sub-clause 50.2 of the Conditions of Contract.

## SECTION 3: FORMS OF TENDER AND QUALIFICATION INFORMATION

TABLE OF FORMS:


- **FORM OF TENDER**
- **QUALIFICATION INFORMATION**
- **LETTER OF ACCEPTANCE**
- **NOTICE TO PROCEED WITH THE WORK**
- **AGREEMENT FORM.**

## Form of Tender

Description of the work: The work of supply and commissioing portable residual chlorine sensor equipment coming under EE(WWM-STP)-K&T Valley Division.

To : _____

Address : _____

_____

11

_

_____

1

GENTLEMEN,

We offer to execute the Works described above in accordance with the Conditions of Contract accompanying this Tender for the Contract Price as indicated in the Price ..... [*in figures*]

(.....)[*in letters*].[12]

This Tender and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any Tender you receive.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We hereby confirm that this Tender complies with the Tender validity and Earnest money deposit required by the Tender documents.

We attach herewith our current income-tax clearance certificate.

Yours faithfully,

Authorized Signature:

Name & Title of Signatory: _____

Name of Tenderer _____

Address: ----------
---

## **Qualification Information**

The information to be filled in by the Tenderer hereunder will be used for purposes of computing Tender capacity as provided for in Clause 3 of the Instructions to Tenderers. This information will not be incorporated in the Contract.

1.1 Constitution or legal status of Tenderer [*Attach copy*]

Place of Registration

_____

1

[*Attach copy*]

Principal place of business:

_____

1.2 Total value of civil engineering construction Works executed and payments received in the last five years (in Rs. Lakhs)[14]

2019– 20 _____
2020– 21 _____
2021 – 22

_____

2022– 23 _____
2023– 24 _____

P & L certified by the Chartered accounted

1.3 Information on works for which Tenders have been submitted and works which
are yet to be completed as on the date of this Tender.

**(A) Existing commitments and on-going works:**

| Description of Work | Place& State | Contract No. & Date | Name and Address of Employer | Value of Contract (Rs. lakhs) | Stipulated period of completion | Value of works[15] remaining to be completed (Rs. lakhs) | Anticipated date of completion |
|---|---|---|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| | | | | | | | |
| | | | | | | | |

**(B) Works for which Tenders already submitted:**

| Description of Work | Place & State | Name and Address of Employ | Estimated value of works (Rs. lakhs) | Stipulated Date period of completion | when decision is expected | Remarks if any |
|---|---|---|---|---|---|---|

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|---|---|---|---|---|---|---|
| | | er | | | | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| | | | | | | |
| | | | | | | |

1.4. Name, address, and telephone, telex, and fax numbers of the Tenderers' bankers who may provide references if contacted by the Employer.

**Letter of Acceptance**

(letterhead paper of the Employer)

_____[*date*]

To: _____[*name and address of the Contractor*]

Dear Sirs,

This is to notify you that your Tender dated _____ for execution of the _____ _____ [*name of the contract and identification number, as given in the Instructions to Tenderers*] for the Contract Price of Rupees —— _____ (_____) [*amount in words and figures*], as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by our Agency.

You are hereby requested to furnish Security deposit plus additional security for unbalanced tenders in terms of Clause 25.5 of ITT, in the form detailed in Clause 29.1 of ITT for an amount of Rs. ———— within 20 days of the receipt of this letter of acceptance valid up to 30 days from the date of expiry of Defects Liability Period i.e. up to ..... and sign the contract, failing which action as stated in Para 29.4 of ITT will be taken.

Yours faithfully,

Authorized Signature
Name and Title of Signatory
Name of Agency

**Issue of Notice to proceed with the work**

(letterhead of the Employer)

——————— (*date)*

To
——————————————————— [*name and address of the Contractor*]
Dear Sirs:

Pursuant to your furnishing the requisite security deposit as stipulated in ITT Clause 29.1 and signing of the contract agreement for the construction of ..... [16]a Tender Price of Rs.———————, you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,

(Signature, name and title of signatory authorized to sign on behalf of Employer)

**Agreement Form**

**Agreement**

This agreement, made the _____day of _____20_____, between_____ _____[*name and address of Employer*] [*hereinafter called **"the Employer"**]* of the one part and _____ _____ __ _____[*name and address of contractor] [hereinafter called "the Contractor"]* of the other part.

Whereas the Employer is desirous that the Contractor execute _____ _____ _____ _____[*name and identification number of Contract*] [*hereinafter called "the Works*"] and the Employer has accepted the Tender by the Contractor for the execution and completion of such Works and the remedying of any defects therein at a contract price of Rupees.....

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the

_____
1

remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
   i) Letter of Acceptance;
   ii) Notice to proceed with the works;
   iii) Contractor's Tender;
   iv) Contract Data;
   v) Conditions of contract (including Special Conditions of Contract);
   vi) Specifications;
   vii) Drawings;
   viii) Bill of Quantities; and
   ix) Any other document listed in the Contract Data as forming part of the contract.

In witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of

_____

was hereunto affixed in the presence of:

Signed, Sealed and Delivered by the said

_____

_____

in the presence of:

Binding Signature of Employer

_____

Binding Signature of Contractor

_____

## BANKER'S CERTIFICATE

This is to certify that M/s. ..... is a reputed company with a good financial standing. If the contract for this work, namely ..... (name of the work) is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs. ..... to meet the working capital requirements for executing the above contract

Sd/-

Name of the Bank, Senior Bank Manger

Address:

.....

1.11 Proposals for subcontracting components of works amounting to more than 20% of the contract price .

| Item of Work | Value of Sub-Contract | Identified Sub-Contractor | Experience of similar work [1] |
|---|---|---|---|

| | | | |
|---|---|---|---|
| | | (Name and address) | |
| | | | |
| | | | |

1.12 Information on litigations in which the Tenderer is involved:

| Other Party (ies) | Employer | Details of dispute | Amount involved | Remarks showing present status |
|---|---|---|---|---|
| | | | | |

1.13 The proposed methodology and program of construction, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones.

[1] Attach Certificate from the respective Employers (scanned & Uploaded)

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## Conditions of Contract

### A. General

### 1. Definitions

1.1 Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Bold letters are used to identify defined terms.

**Bill of Quantities** means the priced and completed Bill of Quantities forming part of the Tender.

**Compensation events** are those defined in Clause 38 hereunder.

The **Completion Date** is the date of completion of the Works as certified by the Employer in accordance with Sub Clause 46.1.

The **Contract** is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause 2.2 below.

The **Contract Data** defines the documents and other information which comprise the Contract.

The **Contractor** is a person or corporate body whose Tender to carry out the Works has been accepted by the Employer.

The **Contractor's Tender** is the completed Tender document submitted by the Contractor to the Employer.

The **Contract price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

**Days** are calendar days; months are calendar months.

A **Defect** is any part of the Works not completed in accordance with the Contract.

The **Defects liability period** is the period named in the Contract Data and calculated from the Completion Date.

The **Employer** is the party who will employ the Contractor to carry out the Works.

Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

The **Initial Contract price** is the Contract Price listed in the Employer's Letter of Acceptance.

The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The

Intended Completion Date may be revised only by the Employer by issuing an extension of time.

**Materials** are all supplies, including consumables, used by the contractor for incorporation in the Works.

**Plant** is any integral part of the Works which is to have a mechanical, electrical, electronic or chemical or biological function.

The **Site** is the area defined as such in the Contract Data.

**Specification** means the Specification of the Works included in the Contract and any modification or addition made or approved by the Employer.

The **Start Date** is given in the Contract Data. It is the date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Dates.

A **Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract which includes work on the Site.

A **Variation** is an instruction given by the Employer which varies the Works.

The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Contract Data.

## 2. Interpretation

2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Employer will provide instructions clarifying queries about the Conditions of Contract.

2.2 The documents forming the Contract shall be interpreted in the following order of priority:

(1) Agreement
(2) Letter of Acceptance, notice to proceed with the works
(3) Contractor’s Tender
(4) Contract Data
(5) Conditions of Contract
(6) Specifications
(7) Drawings
(8) Bill of quantities and
(9) Any other document listed in the Contract Data as forming part of the Contract.

## 3. Law governing contract

3.1 The law governing the Contract is the Laws of India supplanted by the Karnataka Local Acts.

**4. Employer's decisions**

4.1 Except where otherwise specifically stated, the Employer will decide contractual matters between the Employer and the Contractor.

**5. Delegation**

5.1 The Employer may delegate any of his duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

**6. Communications**

6.1 Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

**7. Subcontracting**

7.1 The Contractor may subcontract with the approval of the Employer but may not assign the Contract without the approval of the Employer in writing. Subcontracting does not alter the Contractor's obligations

**8. Other Contractors**

8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer.

**9. Personnel**

9.1 The Contractor shall employ the technical personnel [*of number and qualifications]* as may be stipulated by GOK from time to time during the execution of the work. The technical staff so employed shall be available at site as may be stipulated by the Employer.

9.2 If the Employer asks the Contractor to remove a person who is a member of the Contractor’s staff or his work force stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

**10. Employer’s and Contractor's risks**

10.1 The Employer carries the risks which this Contract states are Employer’s risks, and the Contractor carries the risks which this Contract states are Contractor’s risks.

**11. Employer's risks**

11.1 The Employer is responsible for the expected risks which are (a) in so far as rebellion, riot commotion or disorder or (b) a cause due solely to the design of the works, other than the Contractor’s design.

**12. Contractor’s risks**

12.1 All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the

performance of the Contract other than the excepted risks are the responsibility of the Contractor.

## 13. Queries about the Contract Data

13.1 The Employer will clarify queries on the Contract Data.

## 14. Contractor to construct the Works

14.1 The Contractor shall construct the Works in accordance with the Specification and Drawings.

## 15. The Works to be completed by the Intended Completion Date

15.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the program submitted by the Contractor, as updated with the approval of the Employer, and complete them by the Intended Completion Date.

## 16. Safety

16.1 The Contractor shall be responsible for the safety of all activities on the Site.

## 17. Discoveries

17.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The Contractor is to notify the Employer of such discoveries and carry out the Employer's instructions for dealing with them.

## 18. Possession of the Site

18.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the Contract Data the Employer is deemed to have delayed the start of the relevant activities and this will be Compensation Event.

## 19. Access to the Site

19.1 The Contractor shall allow the Employer and any person authorized by the Employer access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured / fabricated / assembled for the works.

## 20. Instructions

20.1 The Contractor shall carry out all instructions of the Employer which comply with the applicable laws where the Site is located.

## B. Time Control

### 21. Program

21.1 Within the time stated in the Contract Data the Contractor shall submit to the Employer for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works.

21.2 The Employer's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Employer again at any time. A revised Program is to show the effect of Variations and Compensation Events.

### 22. Extension of the Intended Completion Date

22.1 The Employer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date.

22.2 The Employer shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Employer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information.

### 23. Delays ordered by the Employer

23.1 The Employer may instruct the Contractor to delay the start or progress of any activity within the Works.

### 24. Management meetings

24.1 The Employer may require the Contractor to attend a management meeting. The business of a management meeting shall be to review the progress achieved and the plans for remaining work.

24.2 The responsibility of the parties for actions to be taken is to be decided by the Employer either at the management meeting or after the management meeting and stated in writing to be distributed to all who attended the meeting.

## C. Quality Control

### 25. Identifying defects

25.1 The Employer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not

affect the Contractor's responsibilities. The Employer may instruct the Contractor to search for a Defect and to uncover and test any work that the Employer considers may have a Defect

## 26. Tests

26.1 If the Employer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect the test shall be a Compensation Event.

## 27. Correction of defects

27.1 The Employer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

27.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Employer’s notice.

## 28. Uncorrected defects

28.1 If the Contractor has not corrected a Defect within the time specified in the Employer’s notice, the Employer will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

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# 2 D. Cost Control

## 29. Bill of Quantities (BOQ)

29.1 The BOQ shall contain items for the construction, installation, testing, and commissioning work to be done by the Contractor.

29.2 The BOQ is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the BOQ for each item

## 30. Variations

30.1 The Employer shall have power to order the Contractor to do any or all of the following as considered necessary or advisable during the progress of the work by him

(a) Increase or decrease of any item of work included in the Bill of Quantities (BOQ);
(b) Omit any item of work;
(c) Change the character or quality or kind of any item of work;

(d) Change the levels, lines, positions and dimensions of any part of the work;
(e) Execute additional items of work of any kind necessary for the completion of the works; and
(f) Change in any specified sequence, methods or timing of construction of any part of the work.

30.2 The Contractor shall be bound to carry out the work in accordance with any instructions in this connection, which may be given to him in writing by the Employer and such alteration shall not vitiate or invalidate the contract.

30.3 Variations shall not be made by the Contractor without an order in writing by the Employer, provided that no order in writing shall be required for increase or decrease in the quantity of an item appearing in the BOQ so long as the work executed conforms to the approved drawings.

30.4 The Contractor shall promptly request in writing the Employer to confirm verbal orders and if no such confirmation is received within 15 days of request, it shall be deemed to be an order in writing by the Employer

## 31. Payments for Variations

31.1 Payment for increase in the quantities of an item in the BOQ up to 25% of that provided in the Bill of Quantities shall be made at the rates quoted by the Contractor.

31.2 For quantities in excess of 125% of the tendered quantity of an item as given in the BOQ, the Contractor shall be paid at the rate entered in or derived from in the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract.

31.3 If there is no rate for the additional, substituted or altered item of the work in the BOQ, efforts would be made to derive the rates from those given in the BOQ or the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) and if found feasible the payment would be made at the derived rate for the item plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract

31.4 If the rates for additional, substituted or altered item of work cannot be determined either as at 35.1 or 35.2 or 35.3 above, the Contractor shall be requested to submit his quotation for the items supported by analysis of the rate or rates claimed, within 7 days.

31.5 If the Contractor's quotation is determined unreasonable, the Employer may order the Variation and make a change to the

Contract Price which shall be based on Employer’s own forecast of the effects of the Variation on the Contractor's costs.

31.6 If the Employer decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

31.7 Under no circumstances the Contractor shall suspend the work on the plea of non-settlement of rates for items falling under this Clause.

**32. Submission of bills for payment**

32.1 The Contractor shall submit to the Employer monthly bills of the value of the work completed less the cumulative amount paid previously.

32.2 The Employer shall check the Contractor's bill and determine the value of the work executed which shall comprise of (i) value of the quantities of the items in the BOQ completed and (ii) valuation of Variations and Compensation Events.

32.3 The Employer may exclude any item paid in a previous bill or reduce the proportion of any item previously paid in the light of later information.

**33. Payments**

33.1 Payments shall be adjusted for deductions for advance payments, other recoveries in terms of the contract and taxes, at source, as applicable under the law. The Employer shall pay the Contractor the within 60 days of submission of bill. The Contractor shall be liable to pay liquidated damages for shortfall in progress. For Progress beyond the agreed programme, payment is subject to availability of the grants.

33.2 Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

**34. Compensation events**

34.1 The following are Compensation events unless they are caused by the Contractor:

(a) The Employer does not give access to a part of the Site by the Site Possession Date stated in the Contract Data.

(b) The Employer orders a delay or does not issue drawings, specifications or instructions required for execution of works on time.

(c) The Employer instructs the Contractor to uncover or to carry out additional tests upon work which is then found to have no Defects.

(d) The Employer gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
(e) The effect on the Contractor of any of the Employer’s Risks.
(f) The Employer unreasonably delays issuing a Certificate of Completion.
(g) Other Compensation Events listed in the Contract Data or mentioned in the Contract.

34.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date is extended. The Employer shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

34.3 As soon as information demonstrating the effect of each Compensation event upon the Contractor's forecast cost has been provided by the Contractor, it is to be assessed by the Employer and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Employer shall adjust the Contract Price based on Employer’s own forecast. The Employer will assume that the Contractor will react competently and promptly to the event.

34.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor not having given early warning or not having cooperated with the Employer.

## 35. Tax

35.1 The rates quoted by the Contractor shall be deemed to be inclusive of the sales and other taxes that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

## 36. Liquidated damages

36.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date (for the whole of the works or the milestone as stated in the Contract Data). The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.

36.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any

overpayment of liquidated damages by the Contractor by adjusting the next payment of bill.

**37. Cost of Repairs:**

37.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

## E. Finishing the Contract

**38. Completion**

38.1 The Contractor shall request the Employer to issue a Certificate of Completion of the Works and the Employer will do so upon deciding that the Work is completed.

**39. Taking over**

39.1 The Employer shall take over the Site and the Works within seven days of issuing a certificate of Completion.

**40. Final account**

40.1 The Contractor shall supply to the Employer a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Employer shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 90 days of receiving the Contractor's account if it is correct and complete. If it is not, the Employer shall issue within 90 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Employer shall decide on the amount payable to the Contractor and make payment within 60 days of receiving the Contractor’s revised account.

**41. As built drawings and /or Operating and Maintenance Manuals**

41.1 If “as built”[2] Drawings[17] and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the Contract Data.

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41.2 If the Contractor does not supply the Drawings by the dates stated in the Contract Data, or they do not receive the Employer's approval, the Employer shall withhold the amount stated in the Contract Data from payments due to the Contractor.

## 42. Termination

42.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

42.2 Fundamental breaches of Contract include, but shall not be limited to the following:

(a) The Contractor stops work for 45 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Employer;

(b) The Employer instructs the Contractor to delay the progress of the Works and the instruction is not withdrawn within 60 days;

(c) The Contractor becomes bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

(d) A payment due to the Contractor is not paid by the Employer within 90 days of the date of the submission of the Bill by Contractor;

(e) The Employer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Employer;

(f) The Contractor does not maintain a security which is required;

(g) The Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract data; and

(h) If the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in the executing the Contract.

For the purpose of this paragraph : "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition."

42.3 When either party to the Contract gives notice of a breach of contract to the Employer for a cause other than those listed under

Sub Clause 49.2 above, the Employer shall decide whether the breach is fundamental or not.

42.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.

42.5 If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

## 43. Payment upon Termination

43.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Employer shall prepare bill for the value of the work done less advance payments received up to the date of the bill, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor the difference shall be a debt payable to the Employer.

43.2 If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Employer shall prepare bill for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract, and less taxes due to be deducted at source as per applicable law and make payment accordingly.

## 44. Property

44.1 All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Employer, if the Contract is terminated because of a Contractor’s default.

## 45. Release from performance

45.1 If the Contract is frustrated by any event entirely outside the control of either the Employer or the Contractor the Employer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made

## F. Special Conditions of Contract

**1. Labour :**

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

The Contractor shall, if required by the Employer, deliver to the Employer a return in detail, in such form and at such intervals as the Employer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Employer may require.

**2. Compliance with labour regulations :**

During continuance of the contract, the Contractor and his sub contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, Employer shall have the right to deduct any money due to the Contractor including his amount of security deposit. The Employer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

**3. Protection of Environment:**

The contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from

pollution, noise or other causes arising as a consequence of his methods of operation. During continuance of the contract, the contractor and his sub-contractors shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.

**4. Contractor's Inspection of Sites:**

The Contractor is deemed to have visited the sites and familiarized himself of the conditions and restrictions under which the work will be executed. The omission of any details shall not relieve the Contractor of his prima facie obligation and responsibility under the Contract to carry out and successfully complete the rehabilitation works. The Employer will entertain no monetary or other claims, made by the Contractor on the grounds of 'want of knowledge'.

The Contractor is advised that it is his sole responsibility to ascertain for himself the extent of work that is required to be done in site and to generally obtain his own information on all matters affecting directly or indirectly the execution of the whole works involved in the Contract to the complete satisfaction of the Engineer. The Engineer will entertain no claim of extras in consequence of any alleged ignorance in any aspect. It must be clearly and definitely understood that the Contractor shall be held solely responsible for making all necessary arrangements and coordinating with relevant authorities, competent agencies and specialists etc., to ensure satisfactory completion of the Contract

**5.** Before quoting the work, contractor has to inspect the site and make himself aware of the site condition.

**6.** Compulsorily Road cutting machines shall be used to excavate along Asphalted or concrete roads without extra cost. The alignment width should be marked before excavation and shall be cut by machine so that it should not damage/loosen the other portion.

**7.** Sufficient Barry Cades, Caution Boards and Diversion Boards shall be provided at the work site for public safety and road users without extra cost. This should be maintained till completion of the work, as per instructions of Engineer Incharge.

**8.** All necessary diversions of traffic, temporary relocation, etc., required for the execution of the work shall be carried out without extra cost.

**9.** Making good the road surface which were damaged/worn out during execution and restoring the same to the original status.

**10.** Contractor has to identify the existing utilities running/crossing along the alignment and make safeguard of the utilities. If damaged, the contractor has to make good the same at his own cost.

**11.** **Co-ordination with concerned agencies**: The Contractor, shall co-ordinate with other Contractors/agencies of BWSSB, BBMP, BESCOM, BSNL, KPTCL, NHAI, BDA, KSPCB, etc., during the course of execution of works.

**12.** **Disposal of Excavated Earth and Debris**: The Contractor shall make his own arrangements to dispose of surplus excavated earth and BWSSB will not be responsible in any manner. The Contractor shall not cause any inconvenience and nuisance in any manner to the public. The Contractor shall obtain necessary clearness/permissions at his own cost from police or any other statutory bodies/authorities concerned. BWSSB shall be indemnified from any issues arising out of this Contract.

**13.** Clearing of site after execution and before leaving to public use in all respects including unused Materials.

**14.** Contractor shall be ready to work in shifts, and to deploy extra fronts if works to be carried out in Traffic roads/Narrow roads where permission available is limited and conditional ,Such cases contractor has to work depending on site conditions and situations as per the instructions of Engineer Incharge, without extra cost,

**15.** The works to be executed in accordance with the contract documents and to carry out all the works as per the guidelines in the **"Draft Safety Manual for construction** and maintenance of UGD Lines and septic tanks in Urban Areas -2013". Any lapses in following the safety guidelines, the contractor/ agency/ firm will be held solely responsible.

**16.** Contractor has to quote considering all above aspects, and no extra claims will be allowed for the above conditions.

**17.** Jurisdiction of Courts/Arbitration: The sitting of arbitration shall be held at Bangalore only and nowhere else.

**18.** Dispute of any kind arising out of the contract shall be resolved within the jurisdiction of Bangalore City only and the parties agree and clearly understand that the courts/tribunals situated at Bangalore Metropolitan City have exclusive jurisdiction for the redressal of the disputes arising out of the contract and at no other place.

**19.** The Parties further agree and understand that the place or places of issue of bank guarantee other than Bangalore will have no jurisdiction to resolve dispute of any kind relating to enforcement of the bank guarantees submitted by the contractor at Bangalore for the execution of the contract at Bangalore.

**20.** The contractor shall comply with all the legal requirements in the matter of employment of workmen and provide all safety gadgets to the workmen while working in the hazards place or conditions during the execution of the contract.

**21.** Contractor shall be fully responsible in the event of death of employee/workman during the execution of the work and liable to pay adequate compensation to the dependents of employee/workman as per law.

**22.** On his/their failure, if the Board is made to pay compensation the same shall be recovered by the Board from the contractor out of the amounts due to the contractor or by appropriate legal action.

**23.** If death of any employees occurs during execution of work due to negligence of contractor, the contract will be liable for termination.

**24.** In the event of such termination, the employer may consider blacklisting of firm after due notice.

**25.** In case of any death or accident the contract will be cancelled after following due process.

**26.** The Board will be entitled to claim exemplary damages from the contractor in case of death of any work man / employees of the contractor in any of the BWSSB works as it damages the reputation of the Board.

**27.** The tenderer should have satisfactorily completed one similar work to an extent of 50% of the cost the works.

## SECTION 5: CONTRACT DATA

**Items marked "N/A" do not apply in this Contract.**

| The following documents are also part of the Contract: | **Clause Reference** |
|---|---|
| The Employer is : Executive Engineer | |
| Name: MadhuShree P.S. | [1.1] |
| Address: Executive Engineer (WWM-STP)-K&T Valley, Division, Kadubeesanahalli STP, Outer Ring Road, Near Marathalli, Bangalore 560037. | |

Name of authorized Representative: MadhuShree P.S.
The name and identification number of the contract is
No. BWSSB/EE(WWM-STP)-K&T/AEE/ /2024-25 Date
[insert name and number as indicated in the Invitation for Tenders ].
[1.1]

**Estimate for the work of supplying of portable residual chlorine sensor equipment coming under EE(WWM-STP)-K&T Valley Division.**

[brief summary, including relationship to other contracts under the Project].

The start date shall be the date of issue of notice to proceed with the work. [1.1]
The Intended Completion Date for the whole of the Works is **2 MONTHS**
The following documents also form part of the Contract: [2.2]
_____
_____

The Site Possession Date is[3]:
[18]

**Estimate for the work of supplying of portable residual chlorine sensor equipment coming under EE(WWM-STP)-K&T Valley Division.**

.

*[1.1]*

and is defined in drawings nos. _____
_____
The Defects Liability Period is 365 days[4]. [27]
The liquidated damages for the whole of the works are Rs.**0.1% of Contract Value** (amount) per day[5]
[36]

The maximum amount of liquidated damages for the whole of the works [36]
is ten percent of final contract price. The date by which "as-built"[6] drawings (in scale …[26]) in 2 sets are required is within 30 days of issue of certificate of completion. [41]

The amount to be withheld for failing to supply "as built"[7] drawings by the date required is Rs. [41]
The following events shall also be fundamental breach of the contract : [42.2]

_____
3
4
5
6
7

1. The contractor has contravened Sub-clause 7.1 and Clause 9 of CC.

The percentage to apply to the value of the work not completed representing the Employer's additional cost for completing the Works shall be 30[8] percent. [43.1]

**Executive Engineer**
**(WWM-STP)-K&T Valley, Division,**
**Kadubeesanahalli STP, Outer Ring Road,**
**Near Marathalli, Bangalore 560037.**

**SECTION 6: SPECIFICATIONS**
**Separately Enclosed**
**SECTION 7: DRAWINGS**
**Separately Enclosed**

[8]

**SECTION 8**: BILL OF QUANTITIES

| Sl No | Description of item (with brief specification and reference to book of specification) | Quantity | Unit | Rate in Rs | | Amount Rs |
|---|---|---|---|---|---|---|
| | | | | In figures | In words | |
| | | | | | | |
| | | | | | | |
| | **Separately Enclosed** | | | | | |
| | | | | | | |
| | | | | | | |

Note:

(1) Item for which no rate or price has been entered in will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities [*refer: ITB Clause 11.2 and CC Clause 37.2*].

(2) Unit rates and prices shall be quoted by the Tenderer in Indian Rupees.

(3) Where there is a discrepancy between the rate in figures and words, the lower of the two will govern. [*ITT Clause 24.1(a)]*

(4) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by quantity, the unit rate quoted shall govern [*ITT Clause 24.1 (b*)]

## SECTION 9: FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

To: _____ [name of Employer]
_____ [address of Employer]

WHEREAS _____ [name and address of Contractor] (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ [name of Contract and brief description of Works] (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Rs._____ [amount of guarantee] [29]_Rupees_____ _____[in words], and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [amount of guarantee]30 as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 30 days from the date of expiry of the Defects Liability Period.

Signature and seal of the guarantor

_____

Name of Bank _____

Address _____

Date _____